

REMARKS/ARGUMENTS

By this Amendment, claims 35, 36, 38, 39, 40, 44-45, 47, 49-52, 54, 58, 61 and 62 are amended. Claims 43, 53, 55 are cancelled, and claim 63 is added. Claims 35, 36, 38-42, 44-52, 54 and 58-63 are pending in the application.

Favorable reconsideration is respectfully requested in view of the foregoing amendments and the following remarks.

The Examiner rejects claims 35, 39, 44-48, 54, 55 and 58-62 under 35 U.S.C. 103(a) as being unpatentable over Fellenstein et al. (U.S. Patent No. 7,406,691B2) (Fellenstein), in view of Barsness et al. (U.S. Patent NO. 7,379,884 B2) (Barsness), and further in view of Patel et al. (U.S. Pub. No. 7,043,225).

The Examiner believes that Fellenstein in view of Barsness do not teach receiving from the remote location an acceptance in accordance with the dollar value. However, the Examiner believes that Patel teaches receiving from the remote location an acceptance of the request in accordance with the dollar value (the resource manager receives requests for wireless services from a consumer, service provider determines resource availability based on the request, generates a response based on resource availability, and sends the response to the requestor. The agreed upon terms define a SLA and may specify a wireless region, price, time, type of service, bandwidth and other suitable conditions of service).

The Examiner thus believes that it would have been obvious for one of ordinary skill in the art at the time of the invention to combine Fellenstein in view of Barsness with Patel in order to efficiently negotiate a SLA between a service requester and a resource manager.

The Applicants submit that Patel teaches several ways of determining the price when making decisions regarding the allocation of resources under a service level agreement. In general Patel teaches: "The agreed upon terms define a SLA and may specify a wireless region, price, time ... and other suitable conditions of service (Col. 5, lines 45-48)." More specifically, Patel teaches that consumers can narrowly specify the services they are interested in and limit the

price they are willing to pay for the services, and the price limits imposed by the consumers can be considered when allocating resources (Col. 2, lines 49-52). Patel also teaches that price parameters can include fixed price, variable price, price plans, discounts, and other suitable pricing strategies (Col. 6, lines 30-32). Additionally, service providers, for example bandwidth providers, can specify prices according to Patel (Col. 7, lines 8-11).

However, Patel does not teach determining resource allocation according to monetary values based upon penalties specified by a service level agreement.

In the Applicants' invention, the service level agreement specifies penalty functions if the clauses in the service level agreement are violated (Paragraph [0040]). (Paragraph numbers herein refer to the numbering of the instant application as published by the U.S. Patent Office as Pub. No. 2005/0165925.) If the service level agreement is violated a service level agreement monitor flags a violation event (Paragraph [0041]). A response to the violation is then determined, wherein the response can be selected to minimize costs (Paragraph [0054]). Under these circumstances a decision may be made to violate the service level agreement (Paragraph [0056]). The ability to consider the cost of the penalty, and violate the service level agreement if it is less expensive to do so, allows cost minimization and flexibility that is not possible in the prior art.

Accordingly, claims 61, 62, 63 require not only that the determinations regarding resource allocation be made according to a monetary value, they also require that the monetary value be determined according to a monetary penalty amount specified by the service level agreement. Patel does not teach or suggest that the monetary value be determined according to such a penalty amount. Furthermore, Fellenstein and Barsness lack this important feature of the Applicants' invention. Ellesson teaches dropping packets, buffering packets, downgrading packets, and downgrading sessions when violations occur. However, Ellesson is silent with respect to making determinations based on a monetary penalty amount when violations occur.

Therefore, claims 61, 62, 63 are now believed to be allowable. Since the remaining claims depend from the foregoing claims, they are allowable for at least the same reasons.

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For at least the reasons set forth above, it is respectfully submitted that the above-identified application is in condition for allowance. Favorable reconsideration and prompt allowance of the claims are respectfully requested.

Should the Examiner believe that anything further is desirable in order to place the application in even better condition for allowance, the Examiner is invited to contact Applicants' undersigned attorney at the telephone number listed below.

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Respectfully submitted,
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